



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 September 17, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**TOTAL MAXIMUM DAILY LOAD COORDINATED MONITORING PLAN FOR BALLONA CREEK
ESTUARY TOXIC POLLUTANTS AND BALLONA CREEK METALS MEMORANDUM OF
AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to provide for the County of Los Angeles' share of the cost to revise and implement the Coordinated Monitoring Plan required by the Ballona Creek Estuary Toxic Pollutants and Ballona Creek Metals Total Maximum Daily Loads. The estimated total cost of the Memorandum of Agreement for the County of Los Angeles is \$27,076.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Ballona Creek Estuary Toxic Pollutants and Ballona Creek Metals Total Maximum Daily Loads Coordinated Monitoring Plan Memorandum of Agreement is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Based on available funding appropriation, authorize the Director of Public Works or her designee to execute the Memorandum of Agreement to become effective on the date of final execution by the County of Los Angeles or the City of Los Angeles until June 30, 2015, for an estimated total County of Los Angeles cost of \$27,076.
3. Authorize the Director of Public Works or her designee to execute any necessary amendments to this Memorandum of Agreement with the City of Los Angeles to share in the costs of implementing

the coordinated monitoring plan provided that any amendments that relate to costs are budgeted and do not increase the County of Los Angeles' annual cost for this plan by more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the proposed Memorandum of Agreement (MOA), in a form substantially similar to the enclosed, exempt from the California Environmental Quality Act (CEQA) and to authorize the Director of Public Works or her designee to execute the MOA with the City of Los Angeles (City) to revise and implement the monitoring required by the Ballona Creek Estuary Toxic Pollutants and Ballona Creek Metals Total Maximum Daily Loads (BC TMDLs) Coordinated Monitoring Plan (CMP). The MOA is to become effective on the date of final execution by the County of Los Angeles or the City and shall remain in effect until June 30, 2015, for a total County cost not to exceed \$27,076.

The California Regional Water Quality Control Board, Los Angeles Region, adopted the Ballona Creek Estuary Toxic Pollutants Total Maximum Daily Load on July 7, 2005, as Resolution No. 2005-008, and it became effective on January 11, 2006. The Regional Board adopted the Ballona Creek Metals Total Maximum Daily Load on September 6, 2007, as Resolution No. 2007-015, and it became effective on October 29, 2008. The BC TMDLs identify the County, the California Department of Transportation, the City, and the Cities of Beverly Hills, Culver City, Inglewood, Santa Monica, and West Hollywood as the responsible agencies for meeting TMDL requirements, including implementation of or continued participation in required monitoring programs.

On June 9, 2010, the Board adopted a Resolution that authorized the Chief Executive Officer to execute an MOA with the City to implement the CMP for the BC TMDLs. The MOA became effective on June 30, 2010, and expired on June 30, 2012.

To revise and continue with the implementation of the CMP for the BC TMDLs, the City will enter into separate cost-sharing MOAs with all of the other BC TMDLs-responsible agencies for those agencies to pay their shares of the CMP cost. Each BC TMDLs-responsible agency's share, including the County's and the City's, of this monitoring program is based on the jurisdictional land area within the contributing watershed identified in the BC TMDLs. The City has agreed to continue acting on behalf of all BC TMDLs-responsible agencies and will be paid a fee of up to 5 percent of the cost to perform the work under the MOA for project management and contract administration.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The MOA supports the Goal by strengthening the County's capacity to sustain essential County services through proactive and prudent fiscal policy.

FISCAL IMPACT/FINANCING

As shown on Table 4 of the enclosed MOA, the net County cost for Fiscal Years 2012-13, 2013-14, and 2014-15 is estimated to be \$9,048, \$8,881, and \$9,148, respectively. The costs include revising the BC TMDLs CMP, monitoring, contract management, and a yearly increase to address inflation. The net County cost for the first two years of this MOA is included in the Fiscal Year 2013-14 Unincorporated Area Stormwater Budget, which is part of the Department of Public Works General Fund Budget. Funding for costs under the MOA in Fiscal Year 2014-15 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Ballona Creek Estuary Toxic Pollutants and Ballona Creek Metals Total Maximum Daily Loads were adopted on July 7, 2005, and September 6, 2007, and became effective on January 11, 2006, and October 29, 2008, respectively. Pursuant to the BC TMDLs, the responsible agencies jointly submitted a CMP to the Regional Board. The Regional Board subsequently approved the CMP and further directed the responsible agencies to implement the CMP.

In order to implement the CMP, the responsible agencies combined their resources and executed cooperative cost-sharing MOAs on June 30, 2010, to allow the City to perform the monitoring. Each responsible agency signed a separate MOA with the City based on its effective jurisdictional land area within the contributing watershed. The MOAs expired on June 30, 2012. Additionally, due to the approved monitoring timeline, the City continues to implement the monitoring activities that are the subject of the MOA to ensure compliance with the BC TMDLs.

The new National Pollutant Discharge Elimination System Permit for municipal stormwater and urban runoff discharge within Los Angeles County became effective on December 28, 2012. The BC TMDLs was incorporated into the National Pollutant Discharge Elimination System Permit, and as a result, the BC TMDLs-responsible agencies are mandated to demonstrate compliance with the BC TMDLs through continued participation in the monitoring programs and subject to enforcement if the water quality standards established by these TMDLs are not met.

On October 26, 2012, the responsible agencies requested authorization from the Regional Board to modify the BC TMDLs CMP. On February 27, 2013, the Regional Board approved the modification request, and the City will modify the CMP to reflect the approved revisions.

In order to revise, fund, and continue implementing the BC TMDLs CMP, each BC TMDLs-responsible agency would need to renew its MOA with the City. Each agency's share, including the County's and the City's, is based on the jurisdictional land area within the contributing watershed identified in the BC TMDLs.

The County and the City staff and their respective counsels have approved the MOA as to form. Upon the Board's delegation of authority, the MOA, in a form substantially similar to the enclosed, will be subsequently reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works or her designee.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are statutorily exempt from CEQA. The proposed MOA, which includes funding for continued implementation of the BC TMDLs CMP, involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded, and, therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. Public Works will return to the Board for approval of any projects recommended as a result of the CMP process, along with the appropriate environmental documentation.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will benefit the County by sharing in the cost of implementing the BC TMDLs CMP. There will be no negative impact on current services.

CONCLUSION

Please return two adopted copies of this letter to the Chief Executive Office, Community and Municipal Services Cluster, and one copy to Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:jht

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF
IMPLEMENTING THE COORDINATED MONITORING PLAN FOR THE
BALLONA CREEK METALS AND BALLONA CREEK ESTUARY TOXIC
POLLUTANTS TMDLs

This Memorandum of Agreement (“Agreement”) is made and entered into as of the date of the last signature set forth below by and among the City of Los Angeles, a municipal corporation, and the County of Los Angeles, a political subdivision of the State of California, collectively referred to herein as the “Parties” or individually as “Party”, with respect to the following:

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (“LARWQCB”) adopted the Ballona Creek Estuary Toxic Pollutants Total Maximum Daily Load (“BC Toxics TMDL”) on July 7, 2005, by Resolution No. R2005-008; and

WHEREAS, the LARWQCB adopted the revised Ballona Creek Metals Total Maximum Daily Load (“BC Metals TMDL”) on September 6, 2007, by Resolution No. R2007-015; and

WHEREAS, the BC Toxics TMDL and the BC Metals TMDL (jointly referred to herein as “BC TMDLs”) became effective on January 11, 2006 and October 29, 2008 respectively; and

WHEREAS, the BC TMDLs have been incorporated into the 2012 National Pollutant Discharge Elimination System Permit for Municipal Storm Water and Urban Runoff Dischargers within the County of Los Angeles, and the incorporated cities therein except the City of Long Beach, by Order R4-2012-0175 on December 28, 2012; and

WHEREAS, the BC TMDLs address water and sediment quality impairments caused by metals and toxic pollutants in Ballona Creek, Ballona Estuary and their tributaries, and have the intent to improve the water quality in these water bodies; and

WHEREAS, the BC TMDLs identify the Cities of Los Angeles, Culver City, Inglewood, West Hollywood, Beverly Hills, and Santa Monica, the County of Los Angeles, and the State of California through its Department of Transportation (Caltrans), herein collectively referred to as “Regulated Entities” or individually as “Regulated Entity”, as jointly responsible for meeting the requirements of the BC TMDLs; and

WHEREAS, Resolutions No. R2005-008 and R2007-015 identified the City of Los Angeles as the primary jurisdiction (“Primary Agency”) for the Ballona Creek watershed; and

WHEREAS, the BC TMDLs require the preparation and implementation of a Coordinated Monitoring Plan (“CMP”) by the Regulated Entities that is designed to monitor water and sediment quality in Ballona Creek and Ballona Estuary; and

WHEREAS, the CMP entitled “Ballona Creek Metals TMDL and Ballona Creek Estuary Toxic Pollutants TMDL Coordinated Monitoring Plan” was submitted to the LARWQCB by the Regulated Entities on May 4, 2009; and

WHEREAS, the CMP was revised, herein referred to as “Revised CMP”, and resubmitted to the LARWQCB on October 29, 2012, and approved by the LARWQCB on February 17, 2013; and

WHEREAS, the Revised CMP is hereby made part of the Agreement by reference; and

WHEREAS, the Regulated Entities have agreed to cooperatively share in fully funding the estimated costs of the implementation of the Revised CMP contained in Table 3 of Exhibit A, based on the cost allocation formula contained in Table 1 of Exhibit A of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analyses and reporting services (collectively “Monitoring Services”) consistent with the revised CMP; and

WHEREAS, the Regulated Entities have agreed to retain the City of Los Angeles to perform and coordinate the Monitoring Services on their behalf at locations identified in the Revised CMP, the Regulated Entities have agreed to pay the City of Los Angeles for its Monitoring Services, and the City of Los Angeles is willing to perform, coordinate, and be reimbursed for such Monitoring Services as indicated in Exhibit A of this Agreement; and

WHEREAS, the current agreements for cost-sharing of monitoring for the BC TMDLs have expired on June 30, 2012; and

WHEREAS, the Regulated Entities desire to enter into new agreements for the period of July 1, 2012 through June 30, 2015 to continue the existing Monitoring Services performed by the City of Los Angeles; and

WHEREAS, to expedite the cost-sharing of Monitoring Services as contained in Exhibit A of this Agreement, the Regulated Entities have agreed that the City of Los Angeles will enter into separate agreements between the City of Los Angeles and each Regulated Entity;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the Revised CMP and to coordinate the payment and performance of the Monitoring Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the Revised CMP.

Section 5. Term. This Agreement shall become effective on the date of final execution by the Parties and it shall remain and continue in effect until June 30, 2015.

Section 6. Continuation of Monitoring. The Regulated Entities agree that any substantiated costs incurred by the City of Los Angeles for Monitoring Services performed between July 1, 2012 and the execution date of this Agreement be cost-shared by the Regulated Entities. The estimated costs and invoicing amount for the period of July 2012 – June 2013 as contained in Exhibit A are based on the Monitoring Services commencing on July 1, 2012.

Section 7. Coordinated Monitoring Plan. The Revised CMP consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements and is incorporated into this Agreement by this reference.

Section 8. Role of the County of Los Angeles.

- a) Payment. – The County of Los Angeles agrees, subject to annual budget authority, to pay the City of Los Angeles for the Monitoring Services in the amounts shown in Table 4 of Exhibit A, based on the cost allocation formula in Table 1 and the total estimated annual costs in Table 3 of Exhibit A, attached hereto and made a part of the Agreement by this reference. Exhibit B of this Agreement details the estimated annual cost for the Monitoring Services.
- b) Documentation. - The County of Los Angeles agrees to provide all requested information and documentation to the City of Los Angeles that is deemed necessary to perform the Monitoring Services at no cost to the City of Los Angeles.
- c) Grant of Access Rights. - During the term of this Agreement, the County of Los Angeles grants the City of Los Angeles the right of access and entry to all County of Los Angeles accessed storm drains, channels, creeks, beaches, and existing monitoring stations subject to this Agreement (the "Property") to achieve the purposes of this Agreement. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County of Los Angeles at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the County of Los Angeles

Representative identified on Attachment C. However, should the City of Los Angeles require access to Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District (LACFCD). The City of Los Angeles shall indemnify, defend and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

Section 9. Role of the City of Los Angeles.

- a) Monitoring Services – The City of Los Angeles will perform the Monitoring Services at the locations indicated in the Revised CMP.
- b) Reporting – The City of Los Angeles will submit annual monitoring reports to the LARWQCB as described in the Revised CMP and distribute copies of the annual reports to the Regulated Entities prior to submittal to the LARWQCB for review and approval. In addition, the City of Los Angeles will submit to the County the data used to prepare the annual reports. The data will be transmitted electronically in a comma-separated value (CSV) format or tab-separated value (TSV) format that contains the table structure and syntax agreed upon by Parties.
- c) Invoicing. - The City of Los Angeles will annually invoice the County of Los Angeles as shown in Table 4 of Exhibit A. The total estimated costs for Monitoring Services have been adjusted for 3% inflation and 5% project administration and management costs as shown in Tables 2 and 3 of Exhibit A.

Section 10. Invoice and Payment.

- a) Annual Payment – The County of Los Angeles shall pay the City of Los Angeles, subject to annual budget authority, for its proportional share of the estimated cost for Monitoring Services and project administration and management as shown in Table 4 of Exhibit A within forty-five (45) days of receipt of the invoice from the City of Los Angeles. The cost estimates presented in Exhibit A and B have been agreed upon by the City of Los Angeles and the other Regulated Entities, and are subject to changes in the Revised CMP pursuant to LARWQCB new requirements, unforeseen challenges in the field, or any decreases or increases of the estimated frequency of sampling. Any changes proposed to the County of Los Angeles' proportional share are subject to funding appropriation and written agreement of the County of Los Angeles.

- b) Invoice. – The City of Los Angeles will invoice the County of Los Angeles as shown in Table 4 of Exhibit A. The annual payments for the period of July 2012 – June 2015 will be invoiced in January of each year starting January 2013 or upon the execution of this Agreement, whichever is later.
- c) Contingency – The City of Los Angeles will notify the Regulated Entities if actual expenditures for Monitoring Services are anticipated to exceed the cost estimates contained in Exhibits A and B and obtain approval of such expenditures from all Regulated Entities. Upon approval of substantiated additional expenditures, the County of Los Angeles agrees to pay the City of Los Angeles for its proportional share of these additional expenditures at an amount not to exceed 10% of the estimated cost for Monitoring Services as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the cost estimates for Monitoring Services. Expenditures that exceed the 10% contingency will require an amendment of this Agreement.
- d) Reconciliation of this Agreement - Unexpended cost at the termination of this Agreement will be returned to the County of Los Angeles using the cost allocation formula in Table 1 of Exhibit A. Within 90 days of the end of each fiscal year, the City of Los Angeles will provide the Regulated Entities with a statement with the actual expenditures.

Section 11. Indemnification.

- a) Pursuant to Government Code Section 895.4 and 895.6, each Party shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- b) Each Party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
- c) In the event of third-party loss caused by negligence, wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

Section 12. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County of Los Angeles shall be responsible for the allocated costs of Monitoring Services incurred up to the date of the termination. The City of Los Angeles shall notify in writing all

Regulated Entities within fourteen (14) days of receiving written notice from any Party that intends to terminate this Agreement. If one of the Regulated Entities elects to withdraw from cost sharing of Monitoring Services before the end of the term of this Agreement, it is agreed that the remaining cost share will be distributed among the other Regulated Entities based on the existing cost allocation formula, subject to amendment of the Agreement agreed upon by the remaining Regulated Entities.

Section 13. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit C. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b) Administration. For the purposes of this Agreement, the Parties hereby designate as their respective Party Representatives, the persons named in Exhibit C. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.
- l) All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of the City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below:

CITY OF LOS ANGELES

Date: _____

By: _____
Capri W. Maddox, President
Board of Public Works

ATTEST:

By: _____
June Lagmay
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich
City Attorney

By: _____
John A. Carvalho
Deputy City Attorney

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES,
A political subdivision of the
State of California

Date: _____

By: _____
Gail Farber
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

EXHIBIT A

Total Estimated Cost-Sharing for Ballona Creek Metals and Toxics Monitoring, Installation and Invoicing by the City of Los Angeles

Table 1. Cost Allocation Formula.

Agency	Acres ⁽¹⁾	Square Miles	% of Area ⁽²⁾
Los Angeles	67053.44	104.77	81.32
County of Los Angeles	3928.91	6.14	4.77
Beverly Hills	3630.38	5.67	4.4
Culver City	3234.81	5.05	3.92
Inglewood	1934.57	3.02	2.35
Caltrans	1206	1.88	1.46
West Hollywood	1201.43	1.88	1.46
Santa Monica	264.97	0.41	0.32
TOTAL	82,454.51	128.84	100.00

⁽¹⁾ Land distribution data as defined by LARWQCB.

⁽²⁾ Proportionality of cost-sharing by Regulated Entities is based on each Regulated Entity's % area of the total watershed area of 82,455 acres.

Table 2. Monitoring Costs.

Period	Monitoring Services ⁽¹⁾	Project Administration and Management (5%)	Monitoring Cost
July 2012 – June 2013	\$180,644.01	\$9,032.20	\$189,676.21
July 2013 – June 2014	\$172,154.01	\$8,607.70	\$180,761.71
July 2014 – June 2015	\$172,154.01	\$8,607.70	\$180,761.71

⁽¹⁾ Estimated cost for Monitoring Services, see Exhibit B.

Table 3. Total Estimated Costs and Contingency.

Period	Monitoring Cost	Inflation (3%)	Total Estimated Cost	Contingency ⁽¹⁾
July 2012 – June 2013	\$189,676.21	--	\$189,676.21	\$18,967.62
July 2013 – June 2014	\$180,761.71	\$5,422.85	\$186,184.56	\$18,618.46
July 2014 – June 2015	\$186,184.56 ⁽²⁾	\$5,585.54	\$191,770.10	\$19,177.01

⁽¹⁾ Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Regulated Entities

⁽²⁾ Baseline amount plus inflation adjustment in second year

Table 4. Proportional Share of County of Los Angeles and Invoicing by City of Los Angeles.

Period	Invoice amount to County of Los Angeles ⁽¹⁾	Contingency (10%)	County of Los Angeles share including contingency
July 2012 – June 2013	\$9,047.56 ⁽²⁾	\$904.76	\$9,955.32
July 2013 – June 2014	\$8,881.00	\$888.10	\$9,769.10
July 2014 – June 2015	\$9,147.43	\$914.74	\$10,062.17
Total	\$27,075.99	\$2,707.60	\$29,783.59

⁽¹⁾ Total estimated cost from Table 3 multiplied by percentage area from Table 1, and excluding the 10% contingency.

⁽²⁾ The first invoice will be adjusted for reconciliation of actual expenditures for Monitoring Services performed over July 2009 – June 2012. Actual expenditures over this period are anticipated to be lower than the estimated, invoiced amounts. The County of Los Angeles will be credited accordingly and this credit will be subtracted from the invoice amount over July 2012 – June 2013; the actual amount will be determined upon termination of the previous agreement.

EXHIBIT B

Ballona Creek Metals and Toxic Pollutants TMDLs

July 2012 - June 2015 Monitoring Services; estimated annual cost, not adjusted for inflation

	FY 2012-2013	FY 2013-2014	FY 2014-2015
Monitoring Program BC	Estimated Costs	Estimated Costs	Estimated Costs
Dry-Weather Monitoring "A"			
Dry-weather fresh water sampling	\$3,840.00	\$3,840.00	\$3,840.00
Dry-weather fresh water analysis	\$13,140.00	\$13,140.00	\$13,140.00
Dry-weather salt water sampling	\$960.00	\$0.00	\$0.00
Dry-weather salt water analysis	\$7,530.00	\$0.00	\$0.00
Bioaccumulation sampling	\$6,975.10	\$6,975.10	\$6,975.10
Bioaccumulation analysis	\$20,400.00	\$20,400.00	\$20,400.00
Sediment sampling	\$4,637.10	\$4,637.10	\$4,637.10
Sediment analysis (Chemistry)	\$6,540.00	\$6,540.00	\$6,540.00
Sediment analysis (Toxicity)	\$19,572.00	\$19,572.00	\$19,572.00
Sediment TIE sampling	\$1,545.70	\$1,545.70	\$1,545.70
Sediment TIE analysis	\$8,941.00	\$8,941.00	\$8,941.00
"A" Total	\$94,080.90	\$85,590.90	\$85,590.90
Wet-Weather Monitoring "B"			
Wet-weather sampling	\$15,400.00	\$15,400.00	\$15,400.00
Wet-weather analysis	\$36,085.00	\$36,085.00	\$36,085.00
Storm-Borne Sediments Sampling	\$16,400.00	\$16,400.00	\$16,400.00
Storm-Borne Sediments Analysis	\$1,360.00	\$1,360.00	\$1,360.00
"B" Total	\$69,245.00	\$69,245.00	\$69,245.00
Miscellaneous "C"			
Data analysis	\$2,518.11	\$2,518.11	\$2,518.11
Reporting and Program Management	\$1,100.00	\$1,100.00	\$1,100.00
Autosampler O&M	\$6,000.00	\$6,000.00	\$6,000.00
Telemetry phone service and Misc. equipment	\$7,700.00	\$7,700.00	\$7,700.00
"C" Total	\$17,318.11	\$17,318.11	\$17,318.11
"Monitoring Services" Annual Cost	\$180,644.01	\$172,154.01	\$172,154.01

EXHIBIT C
Ballona Creek Watershed
Representatives of Regulated Entities

Primary Agency:

1. City of Los Angeles (“Primary agency”)
Watershed Protection Division
1149 South Broadway.
Los Angeles, CA 90015
Mail Stop: 1149-756
Party Representative: Hubertus Cox, PhD, P.E., TMDL Implementation Section
Hubertus.Cox@lacity.org
Phone No.: (213) 485-3984
Fax: (213) 485-3939
2. Hyperion Treatment Plant, Environment Monitoring Division
12000 Vista Del Mar
Harry Pregerson Technical Support Facility
Playa Del Rey, CA 90293
Party Representative: Mas Dojiri, Environmental Monitoring Division
mas.dojiri@lacity.org
Fax: (310) 648-5731

Responsible Agencies:

1. County of Los Angeles, Watershed Management Division, 11th floor
900 South Fremont Ave.
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Party Representative: Armond Ghazarian, P.E.
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2. City of Beverly Hills
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Party Representative: Daniel Cartagena, Senior Management Analyst
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3. City of Culver City
9770 Culver Blvd., 2nd Floor
Culver City, CA 90232-0507
Party Representative: Charles D. Herbertson, Director of Public Works/City Engineer
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4. City of Inglewood
Public Works Department
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Inglewood, CA 90301
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5. California Department of Transportation, District 07 (Caltrans)
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Party Representative: Bob Wu, Senior Transportation Engineer
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6. City of West Hollywood
Department of Transportation and Public Works
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216
Party Representative: Sharon Perlstein, City Engineer
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Fax: (323) 848-6564
7. City of Santa Monica
Environmental Programs Division
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Santa Monica, CA 90401
Party Representative: Neal Shapiro, Urban Runoff Management Coordinator
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